

COPY

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ERICA ALLEN, ESQ. (SBN 234922)  
THE LINDE LAW FIRM  
9000 Sunset Boulevard, Ste. 1025  
Los Angeles, California 90069  
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Attorneys for Plaintiff, ITC TEXTILE, LTD.

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

11 MAR -8 AM 11:42

FILED

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CV11 01967 RSWL PLA<sub>x</sub>**

ITC TEXTILE, LTD.

Plaintiffs,  
v.

WAL-MART STORES, INC.; JERRY  
LEIGH OF CALIFORNIA, INC.; and  
DOES 1 through 10, inclusive,

Defendants.

Case No.

**COMPLAINT FOR DAMAGES**

**1. COPYRIGHT  
INFRINGEMENT**

**2. BREACH OF CONTRACT**

**DEMAND FOR JURY TRIAL**

COMES NOW, PLAINTIFF ITC TEXTILE, LTD. ("Plaintiff" or "ITC") and  
complains of and alleges the following:

**JURISDICTION AND VENUE**

1. This is an action for copyright infringement under the Copyright Act of 1976, Title 17 U.S.C. § 101 et seq., seeking damages, attorneys' fees, injunctive relief, an accounting, and other relief based upon claims related to the misappropriation of Plaintiff's intellectual property, as well as pendant state law claim for breach of contract.

1           2.     This Court has federal question jurisdiction under 28 U.S.C. §§ 1331,  
2     1338(a).

3           3.     The claims asserted herein arose in this judicial district and all Defendants  
4     do business in this judicial district.

5           4.     Venue in this judicial district is proper under 28 U.S.C. § 1391(b) and (c)  
6     and 1400(a) in that this is the judicial district in which a substantial part of the acts and  
7     omissions giving rise to the claims occurred.

8                                 **PARTIES**

9                                 **The Plaintiff**

10           5.     Plaintiff, ITC TEXTILE, LTD. is a corporation organized and existing  
11     under the laws of the State of Delaware with its principal place of business in California  
12     at 4577 Maywood Avenue, Vernon, California 90058. It is citizen of the State of  
13     California and Delaware.

14                                 **The Defendants**

15           6.     Plaintiff is informed and believes and thereon alleges that Defendant  
16     WAL-MART STORES, INC. is a corporation organized and existing under the laws of  
17     the State of Delaware with its principal place of business in Arkansas at 702 S.W. 8<sup>th</sup>  
18     Street, Bentonville, AR 72716. Plaintiff is informed and believes and thereon alleges  
19     that Defendant WAL-MART STORES, INC. is in the business of selling products,  
20     including garments, through retail stores.

21           7.     Plaintiff is informed and believes and thereon alleges that JERRY LEIGH  
22     OF CALIFORNIA, INC., is a corporation organized and existing under the laws of the  
23     State of California with its principal place of business at 7860 Nelson Road, Panorama  
24     City, CA 91402-6044. Plaintiff is informed and believes and thereon alleges that  
25     JERRY LEIGH OF CALIFORNIA, INC. is in the business of designing,  
26     manufacturing, assembling and/or distributing garments.  
27  
28

1           8. Plaintiff is informed and believes and thereon alleges that Defendants  
2 DOES 1 through 10, inclusive, created, assembled, distributed, manufactured and/or  
3 sold garments comprised of fabric printed with Plaintiff's copyrighted Subject Design  
4 (as hereinafter defined) or that have otherwise contributed to the infringement of  
5 Plaintiff's copyrighted Subject Design. The true names and capacities, whether  
6 corporate, individual or otherwise, of the Defendant DOES 1 through 10, inclusive, are  
7 unknown to Plaintiff who therefore sues said Defendants by such fictitious names, and  
8 will ask leave to amend this Complaint to show their true names and capacities when  
9 the same have been ascertained.

10           9. Plaintiff is informed and believes and thereon alleges that at all times  
11 relevant hereto, each of the Defendants, including without limitation the DOE  
12 Defendants, was the agent, affiliate, officer, director, manager, principal, partner, joint  
13 venturer, alter-ego and/or employee of the remaining Defendants and was at all times  
14 acting within the scope of such agency, affiliate, officer, director, manager, principal,  
15 partner, joint venturer, alter-ego and/or employment relationship and actively  
16 participated in, or subsequently ratified and adopted, or both, each and all of the acts or  
17 conduct alleged herein, with full knowledge of all the facts and circumstances,  
18 including, but not limited to, full knowledge of each and all of the violations of  
19 Plaintiff's rights and the damages to Plaintiff proximately caused thereby.  
20

21  
22                                   **FIRST CLAIM FOR RELIEF**

23                           **COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 101 ET SEQ.**

24                                   (Against All Defendants and Each of Them)

25           10. Plaintiff repeats, realleges and incorporates by reference in this paragraph  
26 the allegations contained in this Complaint as if fully set forth herein.

27           11. Plaintiff developed original artwork which were assigned internal design  
28 numbers 2234-1 Dream, 2310-1 Buddy RV, 2433-1 Peaceful Reminder, 2444-2

1 Shooting Stars BW Zebra and 3597-1 Ultimate Fun (“Subject Designs”). The Subject  
2 Designs contain materials wholly original with Plaintiff and are copyrightable subject  
3 matter under the laws of the United States.

4 12. Plaintiff disclosed the Subject Designs to JERRY LEIGH OF  
5 CALIFORNIA, INC.

6 13. Defendants wrongfully created copies of the Subject Designs without  
7 Plaintiff’s consent and engaged in acts of affirmative and widespread self-promotion of  
8 the copies directed to the public at large by distributing said copies (and accompanying  
9 written materials) with a false and misleading designation of creation, ownership and  
10 origin, and falsely representing that the Subject Designs were their own.

11 14. Plaintiff is informed and believes and thereon alleges that Defendants, and  
12 each of them, further infringed Plaintiff’s copyrights by making derivative works from  
13 Plaintiff’s copyrighted Subject Design, and/or by producing and distributing garments  
14 incorporating those derivative works without Plaintiff’s permission. Defendants then  
15 engaged in acts of affirmative and widespread self-promotion of the copies directed to  
16 the public at large by publicly claiming ownership rights in and to the derivative works  
17 based on the Subject Design that belong solely to Plaintiff.

18 15. JERRY LEIGH OF CALIFORNIA, INC. offered for sale, and in fact sold,  
19 the garment attached hereto as Exhibit 1.

20 16. WAL-MART STORES, INC. offered for sale, and in fact sold, the  
21 garment attached hereto as Exhibit 1.

22 17. Plaintiff is informed and believes that JERRY LEIGH OF CALIFORNIA,  
23 INC. sold garments of the type attached hereto as Exhibit 1, to retailers other than  
24 WAL-MART INCORPORATED.

25 18. Plaintiff is informed and believes that Defendants, and each of them,  
26 offered for sale, and in fact sold, garments bearing pattern featured on Exhibit 1, under  
27 different style numbers.  
28

1           19. JERRY LEIGH OF CALIFORNIA, INC. offered for sale, and in fact sold,  
2 the garment attached hereto as Exhibit 2.

3           20. WAL-MART STORES, INC. offered for sale, and in fact sold, the  
4 garment attached hereto as Exhibit 2.

5           21. Plaintiff is informed and believes that JERRY LEIGH OF CALIFORNIA,  
6 INC sold garments of the type attached hereto as Exhibit 2, to retailers other than WAL-  
7 MART INCORPORATED.

8           22. Plaintiff is informed and believes that Defendants, and each of them,  
9 offered for sale, and in fact sold, garments bearing pattern featured on Exhibit 2, under  
10 different style numbers.

11           23. JERRY LEIGH OF CALIFORNIA, INC. offered for sale, and in fact sold,  
12 the garment attached hereto as Exhibit 3.

13           24. WAL-MART STORES, INC. offered for sale, and in fact sold, the  
14 garment attached hereto as Exhibit 3.

15           25. Plaintiff is informed and believes that JERRY LEIGH OF CALIFORNIA,  
16 INC sold garments of the type attached hereto as Exhibit 3, to retailers other than WAL-  
17 MART INCORPORATED.

18           26. Plaintiff is informed and believes that Defendants, and each of them,  
19 offered for sale, and in fact sold, garments bearing pattern featured on Exhibit 3, under  
20 different style numbers.

21           27. JERRY LEIGH OF CALIFORNIA, INC. offered for sale, and in fact sold,  
22 the garment attached hereto as Exhibit 4.

23           28. WAL-MART STORES, INC. offered for sale, and in fact sold, the  
24 garment attached hereto as Exhibit 4.

25           29. Plaintiff is informed and believes that JERRY LEIGH OF CALIFORNIA,  
26 INC sold garments of the type attached hereto as Exhibit 4, to retailers other than WAL-  
27 MART INCORPORATED.  
28

1           30. Plaintiff is informed and believes that Defendants, and each of them,  
2 offered for sale, and in fact sold, garments bearing pattern featured on Exhibit 4, under  
3 different style numbers.

4           31. JERRY LEIGH OF CALIFORNIA, INC. offered for sale, and in fact sold,  
5 the garment attached hereto as Exhibit 5.

6           32. WAL-MART STORES, INC. offered for sale, and in fact sold, the  
7 garment attached hereto as Exhibit 5.

8           33. Plaintiff is informed and believes that JERRY LEIGH OF CALIFORNIA,  
9 INC sold garments of the type attached hereto as Exhibit 5, to retailers other than WAL-  
10 MART INCORPORATED.

11           34. Plaintiff is informed and believes that Defendants, and each of them,  
12 offered for sale, and in fact sold, garments bearing pattern featured on Exhibit 5, under  
13 different style numbers.

14           35. Plaintiff is informed and believes and thereon alleges that Defendants, and  
15 each of them, if not directly liable for infringement of Plaintiff's copyright, are also  
16 liable for contributory copyright infringement because each Defendant knew or should  
17 have known of the direct infringement, had the right and ability to supervise the  
18 infringing conduct, and had an obvious and direct financial interest in the infringing  
19 conduct.

20           36. Plaintiff is informed and believes and thereon alleges that Defendants, and  
21 each of them, if not directly liable for infringement of Plaintiff's copyright, are also  
22 vicariously liable for the subject infringements because each Defendant enjoys a direct  
23 financial benefit from another's infringing activity and has the right and ability to  
24 supervise the infringing activity.

25           37. Defendants' acts of copyright infringement and acts of affirmative and  
26 widespread self-promotion of the copies directed to the public at large, as alleged  
27 above, have caused Plaintiff to suffer, and to continue to suffer, substantial damage to  
28



1 its business in the form of diversion of trade, loss of income and profits, and a dilution  
2 of the value of its rights.

3 38. Further, as a direct result of the acts of copyright infringement and acts of  
4 affirmative and widespread self-promotion of the copies directed to the public at large  
5 alleged above, Defendants, and each of them, have obtained direct and indirect profits  
6 they would not otherwise have realized but for their infringement of Plaintiff's  
7 copyrighted Subject Design. Plaintiff is entitled to disgorgement of each Defendant's  
8 profits directly and indirectly attributable to said Defendant's infringement of the  
9 Subject Design.

10 **SECOND CLAIM FOR RELIEF**

11 **BREACH OF CONTRACT**

12 (Against All Defendants and Each of Them)

13  
14 39. Plaintiff repeats, realleges and incorporates by reference in this paragraph the  
15 allegations contained in this Complaint as if fully set forth herein.

16 40. Plaintiff prepared the ideas and concepts for the Subject Designs and  
17 disclosed them to Defendants Jerry Leigh of California, Inc., DOES 1-10, and each of  
18 them, in confidence, with the understanding and expectation, fully and clearly  
19 understood by Defendants Jerry Leigh of California, Inc., DOES 1-10, and each of  
20 them, that Defendant WAL-MART STORES, INC. would benefit from this contract,  
21 and/or that Plaintiff would be reasonably compensated for their use by Defendants Jerry  
22 Leigh of California, Inc., DOES 1-10, and each of them. This disclosure was made  
23 under circumstances from which it could be concluded that Defendants Jerry Leigh of  
24 California, Inc., DOES 1-10, and each of them, voluntarily accepted the disclosure of  
25 Plaintiff's ideas and concepts knowing the conditions under which it was tendered and  
26 the reasonable value of Plaintiff's work.

27 41. By accepting the Plaintiff's disclosure of these ideas and concepts,  
28 Defendants Jerry Leigh of California, Inc., DOES 1-10, and each of them, agreed that

1 they would not disclose, divulge or exploit the Plaintiff's ideas and concepts without  
2 reasonable compensation and without obtaining the Plaintiff's consent.

3 42. By utilizing Plaintiff's ideas and concepts, without Plaintiff's consent  
4 Defendants and each of them, breached their implied agreement not to utilize the  
5 Plaintiff's ideas and concepts without the express consent of the Plaintiff.

6 43. Plaintiff performed all terms, covenants and conditions on its part to be  
7 performed under the oral contract except those which it was prevented or excused as a  
8 result of Defendants' breaches.

9 44. Defendants and each of them, materially breached the oral contract by  
10 failing to pay Plaintiff the full amount owed for all services rendered, and by utilizing  
11 without authorization the ideas and concepts created by Plaintiff.

12 45. In addition the conduct of Defendants and each of them breached the  
13 implied covenant of good faith and fair dealing found in every contract by unfairly  
14 frustrating the reasonable expectations of Plaintiff to receive the benefits of the oral  
15 contract.

16 46. As a direct and foreseeable result of the alleged conduct, Plaintiff has  
17 suffered damages for breach of the oral contract in an amount to be proven at trial.  
18

19  
20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment as follows:

22 1. That Defendants, and each of them, and their respective agents and servants  
23 be enjoined from infringing Plaintiff's copyright in any manner;

24 2. That Plaintiff be awarded all Defendants profits plus all losses of Plaintiff, the  
25 exact sum to be proven at the time of trial, or, if elected before final judgment, statutory  
26 damages, as available under the Copyright Act, 17 U.S.C. § 101 et seq.;

27 3. For actual damages for breach of contract, unjust enrichment or reasonable  
28 value of services rendered according to proof;



1           4. That Plaintiff be awarded its attorneys' fees as available under the Copyright  
2 Act, 17 U.S.C. § 101 et seq.;

3           5. That Defendants, and each of them, account to Plaintiff for their profits and  
4 any damages sustained by Plaintiff arising from the foregoing acts of infringement;


5           6. For pre-judgment interest as allowed by law;

6           7. For the costs of this action; and

7           8. For such further legal and equitable relief as the Court deems proper.  
8

9 Dated: March 7, 2011

THE LINDE LAW FIRM


11 By:   
12 Douglas A. Linde  
13 Erica L. Allen  
14 Attorneys for Plaintiff ITC TEXTILE, LTD.

15  
16 **DEMAND FOR JURY TRIAL**

17  
18 Plaintiff hereby demands a trial by jury in this action pursuant to F.R.C.P.  
19 38 and the Seventh Amendment of the Constitution.

20 Dated: March 7, 2011

THE LINDE LAW FIRM

22 By:   
23 Douglas A. Linde  
24 Erica L. Allen  
25 Attorneys for Plaintiff ITC TEXTILE, LTD.  
26  
27  
28

# **EXHIBIT 1**





**Walmart**  SM

SIZE

**XL(14/16)**

3300469  
04-10

SJ2105  
MULTI

POS

7  2  
32409 54552

**\$12.00**

Save money. Live better.



**JERRY LEIGH**

Van Nuys, CA

GIRLS

XL(14/16)

100% POLYESTER

MADE IN CHINA

SEE REVERSE FOR CARE

STYLE SJ2105

JGG IS0240 0810

RN# 55219

JERRY LEIGH

XG(14/16)

100% POLIESTER

HECHO EN CHINA

VER REVERSO PARA EL CUIDADO

UPC# 73240954552

## **EXHIBIT 2**







  
**WARNING:**  
**CHOKING HAZARD - Small Parts**  
Not for Children Under 3 Years

  
**Walmart**

SIZE XS(4/5)

3300469  
04-10

SJ2105  
MULTI

POS



**\$12.00**

Save money. Live better.



**JERRY LEIGH**

Van Nuys, CA

GIRLS  
XS(4/5)  
100% POLYESTER  
MADE IN CHINA  
SEE REVERSE FOR CARE  
STYLE SJ2105  
JGG ISO250 0810  
RN# 55219  
JERRY LEIGH


XC(4/5)  
100% POLIESTER  
HECHO EN CHINA  
VER REVERSO PARA EL CUIDADO  
UPC# 73240954582

## **EXHIBIT 3**







  
**WARNING:**  
**CHOKING HAZARD - Small Parts**  
Not for Children Under 3 Years

  
Walmart

SIZE XS(4/5)

3300469  
04-10

SJ2105  
MULTI

POS

  
7 32409 54646 8

**\$12.00**

Save money. Live better.



**JERRY LEIGH**

Van Nuys, CA

GIRLS

XS(4/5)

100% POLYESTER

MADE IN CHINA

SEE REVERSE FOR CARE

STYLE SJ2105

JGG IS0260 0810

RN# 55219

JERRY LEIGH

XC(4/5)

100% POLIESTER

HECHO EN CHINA

VER REVERSO PARA EL CUIDADO

UPC# 73240954646

# **EXHIBIT 4**







**Abi & GINGER**

ESTILO ST9032  
JLG-S64365-0810  
RN 55219  
JERRY LEIGH  
XC (4/5)  
100% POLIESTER  
HECHO EN GUATEMALA  
VER REVERSO PARA EL CUIDADO  
ESTILO ST9032  
JLG-S64365-0810  
UPC: 732409 55526

  
**WARNING:**  
CHOKING HAZARD - Small Parts  
Not For Children Under 3 Years

**Walmart**  SM

SIZE

**XS(4/5)**

3300469

ST9032

04-10

ZEBRA PRINT

POS



**\$9.00**

**Save money. Live better.**



**JERRY LEIGH**  
VEN NUYS, CA

**GIRLS**  
**XS (4/5)**

100% POLYESTER  
MADE IN GUATEMALA  
SEE REVERSE FOR CARE  
STYLE ST9032  
JLG-S64365-0810  
RN 55219  
JERRY LEIGH

**XC (4/5)**

100% POLIESTER  
HECHO EN GUATEMALA  
VER REVERSO PARA EL CUIDADO  
ESTILO ST9032  
JLG-S64365-0810  
UPC: 772409 55526

# **EXHIBIT 5**







**JERRY LEIGH**

Van Nuys, CA

**GIRLS**  
**M (7/8)**

100% POLYESTER  
MADE IN GUATEMALA  
SEE REVERSE FOR CARE  
STYLE ST9032  
JLG-S64372-0810  
RN 55219  
JERRY LEIGH

**M (7/8)**

100% POLIESTER  
HECHO EN GUATEMALA  
VER REVERSO PARA EL CUIDADO  
ESTILO ST9032  
JLG-S64372-0810  
UPC 732409 55541

**Walmart**  SM

SIZE

**M(7/8)**

3300469  
04-10

ST9032  
MULTI

POS



**\$9.00**

**Save money. Live better.**

COPY

Douglas A. Linde, State Bar No. 217584  
 The Linde Law Firm  
 9000 Sunset Blvd., Suite 1025  
 Los Angeles, CA 90069  
 (310) 203-9333  
 (310) 203-9233 FAX

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

ITC TEXTILE, LTD.

PLAINTIFF(S)

v.

WAL-MART STORES, INC.; JERRY LEIGH OF  
 CALIFORNIA, INC.; and DOES 1 through 10,  
 inclusive,

DEFENDANT(S).

CASE NUMBER

CV11 01967 RSWL PLA<sub>x</sub>

SUMMONS

TO: DEFENDANT(S): All above named Defendants

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, The Linde Law Firm, whose address is 9000 Sunset Blvd., Suite 1025, Los Angeles, CA 90069. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

MAR - 8 2011

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

(Seal of the Court)



1181

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].





ORIGINAL

Douglas A. Linde, State Bar No. 217584  
 The Linde Law Firm  
 9000 Sunset Blvd., Suite 1025  
 Los Angeles, CA 90069  
 (310) 203-9333  
 (310) 203-9233 FAX

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

ITC TEXTILE, LTD.

PLAINTIFF(S)

v.

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SUMMONS

FAXED

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Clerk, U.S. District Court

Dated: MAR - 8 2011

By: CHRISTOPHER POWERS  
 Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

COPY

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> <b>ITC TEXTILE, LTD.</b>	<b>DEFENDANTS</b> <b>WAL-MART STORES, INC.; JERRY LEIGH OF CALIFORNIA, INC.; and</b> <b>DOES 1 through 10, inclusive.</b>
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) <b>Douglas A. Linde and Erica L. Allen</b> <b>THE LINDE LAW FIRM</b> <b>9000 Sunset Blvd., Ste. 1025, Los Angeles, CA 90069, (310) 203-9333</b>	<b>Attorneys (If Known)</b>

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%;"></td> <td style="width:33%; text-align: center;"><b>PTF DEF</b></td> <td style="width:33%;"></td> <td style="width:33%; text-align: center;"><b>PTF DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1   <input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4   <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2   <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5   <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3   <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6   <input type="checkbox"/> 6</td> </tr> </table>		<b>PTF DEF</b>		<b>PTF DEF</b>	Citizen of This State	<input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
	<b>PTF DEF</b>		<b>PTF DEF</b>														
Citizen of This State	<input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4 <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6														

  
**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding    
☐ 2 Removed from State Court    
☐ 3 Remanded from Appellate Court    
☐ 4 Reinstated or Reopened    
☐ 5 Transferred from another district (specify):    
☐ 6 Multi-District Litigation    
☐ 7 Appeal to District Judge from Magistrate Judge
   
  
**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes   ☐ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION under F.R.C.P. 23:** ☐ Yes   ☒ No     **MONEY DEMANDED IN COMPLAINT: \$** \_\_\_\_\_
   
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 Plaintiff alleges Defendants violated 17 U.S.C 101 et seq. when they sold garments bearing Plaintiff's copyright protected designs without Plaintiff's permission.
   
  
**VII. NATURE OF SUIT** (Place an X in one box only.)
 

<b>OTHER</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PERSONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV11 01967

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Jerry Leigh of California, Inc.	Wal-Mart Stores, Inc.- AR

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties  
**Note: In land condemnation cases, use the location of the tract of land involved**

**X. SIGNATURE OF ATTORNEY (OR PRO PER):** EFL Date 3/7/11

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Ronald S. W. Lew and the assigned discovery Magistrate Judge is Paul Abrams.

The case number on all documents filed with the Court should read as follows:

**CV11- 1967 RSWL (PLAx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.